

**SERIAL 10083 SS      TEACH FOR AMERICA, INC (HUMAN SERVICES)**

**DATE OF LAST REVISION: July 12, 2010**

**CONTRACT END DATE: June 30, 2012**

**CONTRACT PERIOD BEGINNING JULY 01, 2010  
ENDING JUNE 30, 2012**

**TO:** All Departments

**FROM:** Department of Materials Management

**SUBJECT:** Contract for **TEACH FOR AMERICA, INC (HUMAN SERVICES)**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Recorder Agreement C-22-10-080-3-00. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:  
[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 9247801**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

C-22-10-080-3-00

AGREEMENT TO PROVIDE EDUCATIONAL PROFESSIONAL SERVICES

This Agreement is entered into by and between Teach for America, Inc., a not-for-profit corporation and Maricopa County, Arizona, administered by its Human Services Department to provide early childhood education services in Maricopa County.

RECITALS

**WHEREAS**, Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced communities; and

**WHEREAS**, Maricopa County seeks to recruit new teachers who are trained to lead students to academic achievement and to provide said teachers with ongoing professional development and support to further develop and sustain their professional practice;

**NOW, THEREFORE**, Maricopa County and Teach For America agree as follows:

1. Teach For America Obligations

- a. Basic model. Teach For America will supply Maricopa County with early childhood educators("Teachers") as set forth below. "Teacher" as referred to herein is defined as a Maricopa County Head Teacher or Site Supervisor and not a Teacher's Assistant. Teachers will have full responsibility for the instructional strategies employed in the classroom. Teachers will serve as effective collaborators with classroom assistants and other faculty to ensure the academic achievement of their students. In addition to implementing the curriculum and policies of Maricopa County, the Teach For America teachers will also engage in the following activities, supported by Teach For America, which reflect Teach For America's educational philosophy regarding early childhood education:

- i. Standards-based Lesson Planning: Teachers will design and implement lessons using Maricopa County's curricula, "Creative Curriculum" and "Scholastic Curriculum", which meet Arizona State pre-K standards.
  - ii. Assessment of Students: Teachers will assess their students three times a year using the assessments provided by Maricopa County, which focus upon all developmental domains (language, cognitive, social/emotional, and physical). If Maricopa County does not typically assess students in this manner, teachers will use assessments provided by Teach For America.
- b. Recruitment. Teach For America will recruit, select for participation in the Teach For America program, and present to Maricopa County for hire teacher candidates from a broad range of academic majors that meet applicable state and/or local requirements for teacher licensure. Teach For America will use reasonable efforts to recruit diverse Teacher candidates. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.
- c. Teacher Candidates. Teach For America will use its reasonable best efforts to ensure that all Teacher candidates satisfy all employment eligibility requirements, including passing of all required content and pedagogical standardized tests and submission of any required criminal records background checks, CPR (cardiopulmonary resuscitation) and food handlers cards. Teach For America hereby agrees to provide Maricopa County with a minimum of 6 and up to 25 Teachers for the 2010/11 school year. Maricopa County is not required to hire any more than 6 teachers from Teach For America during the term of this agreement. Maricopa County is not required to maintain a minimum of 6 teachers in subsequent school years. In the event that the Maricopa County must terminate a Teach for America teacher, Maricopa County retains the right to fill that vacancy through its standard recruitment process and is not

liable to hold that position open for another Teach for America teacher.

- d. Credentials. Teach For America shall present to Maricopa County only those Teacher candidates that meet applicable federal and state requirements for early childhood educators. Teach For America will facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record. Maricopa County shall cooperate in good faith with Teach For America in ensuring that individual Teachers meet all applicable credential requirements and shall promptly report to Teach For America any changes in state requirements or the credential status of individual Teachers. Notwithstanding the above, individual Teachers are responsible for completing all credential requirements such as passage of required standardized tests, remaining in good standing with the alternative certification/licensure program, and paying any costs associated with acquiring and maintaining the appropriate teaching credential, including required coursework through an alternative licensure program. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill his/her obligations to maintain his/her teaching credentials.
- e. Certification on Candidate Background Checks. All Teach For America teacher candidates shall have successfully completed every background check required under applicable state law including finger print clearance cards.
- f. Professional Development Services. During the course of the academic year, Teach For America will provide various professional development services and activities for participating teachers. These services may include periodic classroom observations by regional program staff, videotaping of instruction (pending confidentiality releases signed by the children's parents) with review of instructional technique, co-

investigative discussions to facilitate teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. In addition, Teach For America will facilitate teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials. These professional development services will be available to all Teach For America Teachers during their first two years in the classroom. Said services may be provided on a more limited basis for teachers in their third year in the classroom and beyond at the sole discretion of Teach For America.

## II. MARICOPA COUNTY Obligations

- a. Hiring Commitment. Subject to available funding, Maricopa County agrees to hire a minimum of 6 teachers from the Teach For America program (or, if Teach For America is able to provide only a lesser number of Teachers, such lesser number of Teachers) as classroom teachers for a pre-kindergarten classroom serving either three, four or five year old students. To the extent feasible, Maricopa County will place teachers in classrooms serving primarily four-year old students. Maricopa County will work in good faith with Teach For America to facilitate the hiring process for said teacher candidates including the use of various hiring formats including telephonic interviews, where appropriate/necessary, and hiring fairs.
- b. Duration of Employment. Maricopa County hereby commits to hiring each Teacher for a minimum of two (2) years of employment, according to the availability of funding. Specifically, Maricopa County will renew its employment contract with teachers hired under this Agreement for a second year provided that Maricopa County retains the right to dismiss at any point in time of the contract any teacher hired under this Agreement who fails to meet the reasonable performance expectation of Maricopa County. Maricopa County may also continue to employ individual Teachers beyond the two year commitment by mutual

agreement between Maricopa County and such Teacher. Maricopa County is not required to hire any more than 6 teachers from Teach For America during the term of this agreement. In the event that a Teach For America teacher position becomes vacant due to termination, resignation, or other reason Maricopa County retains the right to fill that vacancy through its own standard practices.

- c. Compensation of Teachers. Every Teacher employed by Maricopa County pursuant to this Agreement will receive a minimum of \$15.19/hour which equals \$29,164 yearly based on an 11 month school year, or 1,920 paid work hours. As Maricopa County employees, Teach for America teachers are also afforded the opportunity to submit for tuition reimbursement through Maricopa County's Staff Development Department in accordance with applicable Maricopa County policies and procedures for tuition reimbursement. This obligation extends to providing teachers returning for their second year of service with at least the same salary as the prior year. In addition, Maricopa County shall provide the opportunity for access to Maricopa County group benefits to every Teacher employed by Maricopa County pursuant to this Agreement. Such benefits include as applicable: health, dental, vision and retirement.
- d. School Year. The school year is defined as an 11 month academic calendar year. The salary is set forth as defined in paragraph II.c above.
- e. Professional Fees. In recognition of the costs incurred by Teach For America for the recruitment, selection, training, and ongoing professional development support of teachers, Maricopa County will pay Teach For America an annual amount of \$3,000 for each teacher Maricopa County employs in any academic year. Such payment will be made for each academic year a Teacher is employed by Maricopa County, not to exceed two years (and two payments in respect thereof). Payment for teachers hired under this agreement shall be made no later than September 1st of the calendar year. Teach For America shall have no obligation to refund any amount paid by Maricopa County, in respect of any Teach For America teacher for any reason whatsoever.

- f. Access to Student Achievement Data. Maricopa County acknowledges that in the course of providing the professional development services, Teach For America may receive and collect student data from individual teachers. Said data may include, among other things, student's first and last name, district-assigned student identifier, grades, assessment results (including teacher-created assessments, district benchmarks and state standardized tests), and samples of student work. Teach For America will use such data solely to support the professional development of individual teachers and will not maintain such data in student-identifiable form beyond the end of the academic year; provided that Teach For America shall have the right to maintain such data in redacted and/or aggregated form that does not reveal the identity of individual students for purposes of (i) assessing the efficacy of Teach For America's suite of professional development services, (ii) developing new tools and services for participating teachers, and (iii) training Teach For America staff.
- g. NWEA Assessment Authorization. To facilitate the provision of the professional development services set forth in section II.A. Teach For America has partnered with the Northwest Evaluation Association ("NWEA") to administer an assessment to the students of participating Teachers twice yearly. The Executive Director will determine whether or not the use of the NWEA assessment is appropriate and/or necessary to further the professional development and instructional performance of Teach For America teachers working with Maricopa County pursuant to this agreement. In such an event, the Executive Director will notify Maricopa County at least thirty (30) days prior to the start of the academic year in which the NWEA assessment will be made available to participating Teachers. Pursuant to its obligations under the Family Education Rights and Privacy Act ("FERPA"), Maricopa County hereby acknowledges that as a teacher referral/training and professional development organization under contract with Maricopa County, Teach For America has a legitimate educational interest in the student assessment data generated by NWEA. Specifically,

Maricopa County hereby authorizes, to the extent allowed by law:

- i. NWEA to release to Teach For America student and school level data collected by NWEA through the administration of its assessment pursuant to its license agreement with Teach For America. Said data shall include, but not be limited to, student first and last name, grade level, test scores, ethnic/racial group and gender.
- ii. NWEA to include any student data collected under this Agreement in its Growth Research Database ("GRD") for educational research purposes. All student data contained within the GRD is maintained on an aggregated basis and cannot be disaggregated to identify any individual student.
- iii. In addition to Teach for America's NWEA assessment, all Teach for America teachers agree to comply with all Maricopa County child assessment policies and procedures which includes weekly observations on all children in the classroom and linking those weekly observations to learning objectives in Creative Curriculum's Child Assessment web-hosted system.

### III. Other Terms and Conditions

- a. Term and Termination. The term of this Agreement shall be for a period of two years from the date hereof, and shall cover the academic years 2010-2011, 2011-2012. This Agreement may be renewed at the end of the term on the same or substantially similar terms by mutual written agreement of the Parties. Either party may terminate this Agreement at any time upon 30 days' written notice to the other party. Notwithstanding the foregoing, this Agreement will expire on June 30, 2012.
- b. Effect of Termination/Survivability. In the event of a termination of this Agreement, Teach For America shall be entitled to all outstanding amounts due from Maricopa County up to the date of termination, and paragraph (b),



(c), (d), (e), and (f) of Section II and paragraphs (c) and (d) of Section III shall survive any such termination.

- c. Mutual Indemnification. Maricopa County shall indemnify and hold harmless Teach For America and its officers, directors and employees (the "Teach For America Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such Teach For America Indemnatee may become subject arising out of the provision by Teach For America to Maricopa County of services hereunder (including without limitation the designation of Teachers), except to the extent such Losses result from the willful misconduct or gross negligence of such Teach For America Indemnatee. In similar fashion, Teach For America shall indemnify and hold harmless the Maricopa County and its officers, directors, employees and agents (the "Maricopa County Indemnitees") from and against any and all losses to which such Maricopa County Indemnatee may become subject arising out of the provision by Teach For America to Maricopa County of services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such Maricopa County Indemnatee.
- d. Limitation of Liability. None of Teach For America or any of its officers, directors, employees or agents shall be liable to Maricopa County for any loss incurred by Maricopa County or any of its affiliates, officers, directors, employees or agents in connection with the matters to which this Agreement relates, except a loss resulting from willful misconduct or gross negligence on the part of Teach For America; provided that in no event shall Teach For America and its officers, directors, employees and agents have any liability to Maricopa County or any of its affiliates, officers, directors, employees or agents in connection with the matters to which this Agreement relates in excess of the aggregate amount of payments made to Teach For America by Maricopa County pursuant to this Agreement.
- e. No Agency Relationship. Teach For America and Maricopa County acknowledge and agree that none of the teachers

assigned to Maricopa County pursuant to this Agreement is an agent or employee of Teach For America, and no such teacher has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America or bind Teach For America in any respect whatsoever.

- f. Amendment; modification. No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each party.
- g. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either party without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void.
- h. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, taken together, shall be deemed to constitute one and the same agreement.
- i. Cancellation. This Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-511.
- j. Verification of Compliance with Immigration Laws and Regulations. Maricopa County acknowledges that Teach For America does not serve as the employer of any of its "Teachers." Regarding its employees, however, Teach For America, or its subcontractors, shall shall comply with the provisions in A.R.S. § 41-4401 and also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under this License. These representations and warranties shall remain in effect throughout the term of this Agreement. I-9 forms are available for download at USCIS.GOV. Teach For America acknowledges that a breach of this section shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

- k. Scrutinized business relations with Sudan or Iran. Teach For America certifies that it is in compliance with relevant and applicable provisions in A.R.S. §§35-391.06 and 35-393.06.

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

Contractor asserts to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
- (e) shall immediately notify the Department if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
- (f) shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred,

suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

The Contractor shall include without modification this paragraph's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions" with all subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F. R. Part 76.

Should the Contractor not be able to provide this assurance, an explanation as to why shall be immediately provided to the Human Services Department, Attention: Grants and Contracts Administrator, 234 N. Central Avenue, Suite 3201, Phoenix, AZ 85004.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the State of Arizona, County, or the Contractor in any State or federal court.

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:

CONTRACTOR

  
Authorized Signature

Date

IN ACCORDANCE WITH A.R.S. § 11-952, 11-201, AND 11-251, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY WHO HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved By:

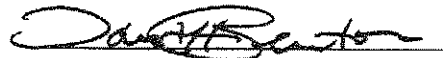
MARICOPA COUNTY

  
Chairman, Board of Supervisors

Date

JUL 08 2010

APPROVED AS TO FORM:



Attorney for the Board of Supervisors

July 7 2010

DATE

ATTEST:

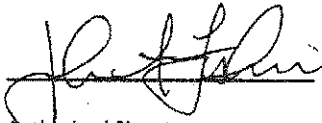
  
Clerk of the Board

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IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:

CONTRACTOR


  
Authorized Signature

Date

6/14/10

Approved By:

MARICOPA COUNTY

  
Chairman, Board of Supervisors

Date

JUL 08 2010

IN ACCORDANCE WITH A.R.S. § 11-952, 11-201, AND 11-251, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY WHO HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

  
Attorney for the Board of Supervisors

DATE

July 7 2010

ATTEST:

  
Clerk of the Board